

# **IT Professional Technical Services Master Contract**

## **Statement of Work (SOW) For Technology Services Issued By**

**Minnesota Department of Revenue**

**Project Title: Website Usability**

**Service Category(ies): Documentation Specialist**

### **Business Need**

The Minnesota Department of Revenue (DOR) is in the process of migrating its web platform from Stellent to Sharepoint, expanding opportunities to improve navigation and functionality of the external website. The agency wishes to conduct two rounds of formative usability testing to improve the current site structure and to provide benchmarks for potential future testing at key stages of design and development of a new agency website.

DOR has identified four main user groups which will serve as the basis for the test participants used for both rounds of testing. The groups identified by DOR are: businesses taxpayers, individual taxpayers, tax professionals and public officials (includes local/state officials and county assessors).

The department wishes to gather quantitative and qualitative data from representative end users to evaluate the ease of use and usefulness of the site. For example, we want to track and record the testers' success rate with assigned tasks, navigation paths and errors, time on tasks, and ratings of different aspects of the user interface.

## Responsibilities Expected of the Selected Vendor

1. Determine task scenarios and prepare the appropriate testing instruments.
2. Determine the appropriate number of people that will make up the pool of test "users" and make recommendations about how to ensure the pool accurately represents the agency's four main user groups.
3. Coordinate and oversee two rounds of testing – the first round using task scenarios assigned to the current website; the second round involving group discussion using paper mockups or card sorting.
4. Provide analysis after each round of testing to help DOR identify:
  - Whether users could complete the assigned task
  - How long it took to complete
  - Number of clicks to complete
  - How long before user abandoned task
  - Major obstacles to task completion
  - Level of user satisfaction
  - Ways to improve usability

Analysis must be completed and final reports provided within 7 to 10 business days after each round of usability testing.

Testing need not be completed in a formal usability testing lab. DOR can arrange for appropriate test space within our St. Paul facility.

## Required Skills

- Expertise in the principles, methods and process of usability testing as well as the application of that knowledge.
- Expertise in web site design, information architecture and content creation.
- Demonstrated expertise in usability testing, as offered by references.

## Duration and Location of Assignment:

Assignment will begin as soon as possible once the contract with the selected vendor is executed. Contractor is expected to be on-site full time for approximately three months. All work is to be performed at the Department of Revenue, 600 North Robert St., St. Paul, MN.

## Process Schedule

- |   |               |               |
|---|---------------|---------------|
| • Deadline for Questions                    | July 16, 2009 | 1:00 p.m. CDT |
| • Posted Response to Questions              | July 17, 2009 | 4:00 p.m. CDT |
| • Proposals Due                             | July 21, 2009 | 1:00 p.m. CDT |
| • Anticipated Evaluation of Proposals begin | July 22, 2009 |               |
| • Anticipated decision                      | July 27, 2009 |               |

## Questions

Questions regarding this Request for Proposal must be submitted to the Minnesota Department of Revenue by email to the following address: [dor.rfp@state.mn.us](mailto:dor.rfp@state.mn.us). Other personnel are not authorized to answer questions regarding this Request for Proposal.

Questions submitted to DOR must contain the name of the person submitting the questions, their email address, name of the company and title "Website Usability" in the subject field of the email.

**Questions must be received no later than 1:00 p.m. CDT, in St. Paul, Minnesota, on July 16, 2009, as indicated by the date and time stated in the DOR mail header.** DOR reserves the right to refrain from responding to questions submitted after 1:00 p.m. CDT, on July 16, 2009

All of the questions along with DOR's answers will be posted on the Office of Enterprise Technology web-site ([www.oet.state.mn.us](http://www.oet.state.mn.us)) on or about July 17, 2009. The exact day and time the questions and answers will be posted may depend on the quantity and complexity of the questions.

## Deadline for Proposals

Responses to this request must be submitted by email to DOR at the following address: [dor.rfp@state.mn.us](mailto:dor.rfp@state.mn.us).

**Responses are due at DOR no later than 1:00 p.m. CDT, on July 21, 2009** as indicated by the date and time stated in the DOR email header. Late responses will not be considered.

Responses submitted to DOR must include a cover letter containing:

- Project Title: "Website Usability"
- The name of the person submitting the response
- Their email address
- Their phone number
- Name and address of their company

All costs incurred in responding to this Request for Proposal will be borne by the responder.

This work order request does not obligate the state to award a work order or complete the assignment, and the State and DOR reserve the right to cancel the solicitation if it is considered to be in their best interest.

## Evaluation Process

Responses will be evaluated on "best value": 40 percent on qualifications; 30 percent on cost considerations; 20 percent based on time – how long to receive each round's report and overall project timeline; and 10 percent based on references.

All responses received by the due date and time will be evaluated.

## **Response Requirements**

Proposals will be accepted only by vendors who have been approved under the State of Minnesota's Master Contract Program to provide this category of service.

The following will be considered minimum contents for the proposal. Responses to the statements below will be evaluated.

- A detailed written proposal for usability testing, including methods, costs, and a sample of the written report DOR would receive at the end of each round of testing.
- A narrative describing qualifications of personnel assigned to this project, including relevant past experience on projects of a similar nature.
- An estimate of how long it will take to receive a written analysis after each round of usability testing.
- A tentative timeline for the usability proposal (i.e., the total number of days DOR should build into its schedule for each round of testing)
- References from three different clients for whom the respondent has provided usability testing.
- Cost detail. Estimated hours and rate to be billed or fixed cost. Proposals should include costs for recruiting and coordinating the group of test users. DOR will provide names, phone numbers and email addresses for each target audience to serve as the recruiting pool. Include any other incidental expenses.
- Conflict of interest statement as it relates to this project
- Submit the Location of Service Disclosure Form and Affidavit of Noncollusion.

All requirements must be met and all required skills must be identified or your submission may be deemed nonresponsive and receive no further consideration.

Responders are encouraged to propose additional tasks or activities they believe would improve the test process or reliability of the results; however, these should be listed separately from the required items on the cost proposal.

## **General Requirements**

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the

Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an

organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-owned/Service Disabled Veteran-Owned Preference\**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

**Indemnification and Hold Harmless**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

**Example of the IT Professional Services Master Contract Work Order**

An example of the IT Professional Services Master Contract Work Order to which the selected contractor will be required to sign is attached (Attachment A) to this Statement of Work. If you take exception to any of the terms, conditions or language in the Work Order, you must indicate those exceptions in your response; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response will be available for discussion or negotiation.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the SOW; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the SOW will be available for discussion or negotiation.

## STATE OF MINNESOTA

### IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its commissioner of Revenue ("State or Department") and \_\_\_\_\_ "Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

#### Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of a \_\_\_\_\_.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

#### Work Order

##### 1 Term of Work Order

- 1.1** *Effective date:* \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.  
[The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.]
- 1.2** *Expiration date:* \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 2 Contractor's Duties

The Contractor, who is not a state employee, will: *[thorough description of tasks/duties]*

##### 3 Deliverables

The deliverables will consist of, but not limited to: *[thorough description]*

##### 4 Consideration and Payment

- 4.1** *Consideration.* The State will pay for all services performed by the Contractor under this work order as follows:
  - A.** *Compensation.* The Contractor will be paid as follows: The Contractors will be paid



- B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$\_\_\_\_\_.
- C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \_\_\_\_\_dollars.

**4.2 Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: \_\_\_\_\_

**5 Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

**6 Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form are true, accurate and incorporated into this work order contract by reference.

**7 Authorized Representatives**

The State's Authorized Representative is \_\_\_\_\_(or successor), phone:\_\_\_\_\_, Minnesota Department of Revenue, will be the Contracts Manager for this project. She will be responsible for managing the compliance of this contract and the authorized representative to consider, accept or reject any contract modifications and has authority for approval of acceptance of services and invoice approval for payment.

The State's Project Manager is\_\_\_\_\_, (or successor), Minnesota Department of Revenue, phone: \_\_\_\_\_ and has the responsibility to monitor the Contractor's performance and with the Contracts Director has the authority to accept the services provided under this contract. If the services are satisfactory, the State's Project Manager and Contracts Manager will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is\_\_\_\_\_, phone: \_\_\_\_\_. If the Contractors Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

**8 Affirmative Action**

**8.1** For contracts in excess of \$100,000.00 the Contractor certifies that it is in compliance with Minn. Stat. § 363.073.

8.2 If the Contractor has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months the Contractor must comply with the following Affirmative Action requirements for disabled workers:

(A) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(D) The Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

## **9 Amendments and Change Requests**

A. The parties may at any time by written amendment, make changes within the general scope of the contract.

B. Except as provided herein, this contract may be modified only by written amendment duly executed by the authorized agent of the State. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. Contract amendments may be negotiated by the State's authorized representative whenever necessary to address changes in the terms and conditions, costs, or scope of the contract. An approved contract amendment must be approved by the authorized signatories of the State and Contractor prior to the effective date of such amendment.

D. Change Requests: Contractor is expected to deliver a system that is designed in this contract. The DOR contract director will monitor the performance of this contract. In the event the DOR Contract Director requests the contractor provide a modification not previously described in the contract, Contractor will provide, in writing, to the DOR Contract Director the cost of performing such modification. The DOR Contract Director will decide whether the change is part of the scope of the original project and if additional compensation will be allowed. Contractor and DOR will jointly determine the effect of

changes on the delivery schedule. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the contract delivery schedule and cost and a contract amendment will be agreed upon. Either party may propose adjustments. If the Contractor seeks an adjustment, the Contractor must request such adjustments in writing. The State will not compensate the Contractor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in level of effort. All change modification requests will be drafted by DOR and will be agreed to in writing by both parties prior to implementation. A change request affecting costs and/or the time schedule will become part of the contract and will be incorporated and processed as a contract amendment. No oral instructions or agreements will be binding on either party. All necessary changes or modifications must be agreed to in writing to be binding. E. In the event the two parties cannot agree on modifications that are within the scope or out of scope with this Contract, the dispute will be escalated to the next level of management of both 'Disclosure Agreement with Vendor and the Internal Revenue Service Disclosure Agreement with Vendor.

#### **10 DOR Policies**

The Contractor agrees to comply with all terms of the Minnesota Department of Revenue's Policy Prohibiting Pistols at Work and the Workplace Violence Policy wherever and whenever the Contractor is performing services within the scope of this work order. In other words, any Contractor doing work for the Department of Revenue will not carry any dangerous weapons as described in either policy.

Any violations of these policies by the Contractor or Contractor's employees may result in the immediate suspension or termination of this contract.

#### **11 DOR On-site Access**

The Contractor will complete the Applicant Information forms and submit with the signed contract to DOR.

#### **Signatures as required**

## **Department of Revenue Policy Prohibiting Pistols at Work**

This policy is in response to the Minnesota Citizens' Personal Protection Act of 2003 (subsequently re-enacted in the 2005 Legislation Session). All other policies regarding dangerous weapons and violence in the workplace remain in effect. Those policies are available on the *HR Information for All Employees Database*, refer to security and workplace behavior.

The Department of Revenue hereby establishes a policy prohibiting all Department of Revenue employees from carrying or possessing pistols while acting in the course and scope of employment for the Department of Revenue. This policy applies to all Department of Revenue employees, including those who have a permit to lawfully carry pistols.

The possession or carrying of a pistol by Department of Revenue employees is prohibited while on any state owned or leased Department of Revenue work site.

The possession or carrying of a pistol by Department of Revenue employees is also prohibited while acting in the course and scope of employment for the Department of Revenue in any work location. Work location includes, but is not limited to:

- Taxpayer businesses;
- Taxpayer residence;
- Office or home of taxpayer representatives;
- Office or home of any third party;
- Other government offices;
- Any other location where a Department of Revenue employee conducts department business in the presence of other Department of Revenue employees, taxpayers, taxpayer representatives or other third party representatives; and
- Attending training or conferences on behalf of the department.

In addition, this policy applies to Department of Revenue employees under the following circumstances:

- Driving on department business regardless of who owns the vehicle; and
- Riding as a passenger in a vehicle or any type of mass transit on department business.

An exception to this policy is that Department of Revenue employees may possess or carry pistols in state owned or leased parking facilities or areas if they follow all applicable laws.

Employees violating this policy are subject to disciplinary action in accordance with the Department of Revenue's disciplinary procedures.

If you have questions about this policy contact Kathy Yzermans, Facilities Management at 651/556-6003 or Human Resources Division at 651/296-3414.

Dated: 5-27-03

## **INTRODUCTION**

In 1992, the Minnesota Legislature adopted the following act (Minn. Stat. 1.5):

### **Freedom from Violence**

The State of Minnesota hereby adopts a policy of zero tolerance of violence. It is state policy that every person in the state has a right to live free from violence.

In furtherance of this policy, Minn. Stat. 15.86 mandates that each agency of state government adopt a goal of zero tolerance of violence in, and around, the workplace.

Each agency is also encouraged to develop a plan that describes how the agency will (1) seek to eliminate any potential for violence in and around the agency workplace; and (2) seek to eliminate any potential for violence by affecting the attitudes and behavior of the people that the agency serves or regulates.

## **AGENCY GOAL**

It is the goal of the Minnesota Department of Revenue to achieve a work environment which is free from threats and acts of violence. The department will not tolerate workplace violence of any type, from any source. This includes threatening or violent actions by employees directed against other employees, by employees directed against department customers or other workplace visitors, and by department customers or visitors directed against department employees.

## **AGENCY POLICY**

It is the policy of the Minnesota Department of Revenue and the responsibility of its managers, its supervisors and all of its employees to maintain a workplace free from threats and acts of violence. the department will work to provide a safe workplace for employees, and for visitors to the workplace. Each employee, and everyone with whom we come into contact in our work, deserves to be treated with courtesy and respect.

The department's policy on work-related violence includes:

The department will actively work to prevent and eliminate acts of work-related violence.

The department will respond promptly, positively, and aggressively to deal with threats or acts of violence. This response will include timely involvement of law enforcement agencies, when appropriate.

Incidents of work-related threats or acts of violence, will be treated seriously by the department. Reports of such acts will be promptly investigated, and

management will take action, as necessary, to appropriately address each incident.

The department will take strong disciplinary action, up to and including discharge from State employment, against employees of the department who are involved in the commission of work-related threats or acts of violence.

The department will support criminal prosecution of those who threaten or commit work-related violence against its employees, or against taxpayers and other visitors to its work environment.

Pursuant to Minnesota Statute 15.86, this policy does not create any civil liability on the part of the State of Minnesota.

## **Minnesota Department of Revenue Disclosure Agreement with Vendor**

Vendor agrees to comply with:

**I.** Minnesota Statute 270B.13, subd. 1 which authorizes vendors hired by the Department to process returns and tax payments, develop computer programs, microfilm tax returns, prepare tax return labels, or any other authorized services connected to tax administration requiring access to private data on individuals and nonpublic data to the extent necessary to provide those services.

Federal law (Internal Revenue Code, Section 6103) specifies no unauthorized disclosure of Federal Income Tax Return information. Unauthorized disclosure of such information is punishable upon conviction by imprisonment for up to five years or a fine of up to \$5,000 or both.

Minnesota Statute 270B.13, subd 2 of the statute states: “An independent contractor or a vendor performing services under subdivision 1 must establish procedures for safeguarding the information.” The vendor shall comply with this requirement by:

Establishing measures to safeguard private or nonpublic information;

Agreeing that it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the agreement;

Restricting disclosure of information provided by the Department to only the employees of the vendor who have a need to know, and not to any other parties;

Agreeing to notify its officers, employees and agents of the requirements of confidentiality of information received by the vendor from the Department under Minnesota Statutes, Chapter 270B and of the possible penalties imposed (M.S. 270B.18) for violation of these laws;

Agreeing to indemnify and hold harmless the State of Minnesota from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of Minnesota Statutes 270B and;

Agreeing to return all source data to the Department after completing the job for which the vendor was hired.

**II.** Vendor shall agree to the following restrictions with respect to access to any proprietary information of other vendors (hereafter referred to as “Third Party Confidential Information”):



Vendor shall only use Third Party Confidential Information for the purposes for which access to such information was provided.

Vendor shall take such measures in protecting the confidentiality of Third Party Confidential Information as it would take in protecting its own confidential information or such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information, whichever represents the higher standard, in protecting the confidentiality of the Third Party Confidential Material.

Vendor agrees not to remove, from State property, any Third Party Confidential Material without first obtaining the written permission of the State.

Vendor agrees not to disclose any Third Party Confidential Material, directly or indirectly, to any party other than the State or the Third Party without first obtaining the written permission of the State or the Third Party.

Vendor agrees that all Third Party Confidential Material provided under the terms of this Agreement shall remain the property of the Third Party and shall be returned to the State upon its request, including any and all copies produced.

Nothing herein shall be construed as giving vendor any license or right in connection with the Third Party Confidential Information. Vendor understands that neither the State nor the Third Party makes any warranties and accepts no liability with respect to the accuracy, completeness or reliability of the Third Party Confidential Material.

Vendor understands that access to the Third Party Confidential Material is provided for the performance of the agreement and on a need-to-know basis. If, for any reason, such need no longer exists, Vendor agrees to return all Third Party Confidential Material to the State, including any and all copies.

Organization Name:

\_\_\_\_\_

By (printed name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Internal Revenue Service Disclosure Agreement with Vendor**

### **I. PERFORMANCE**

In performance of this contract, the contractor may have access to Federal return information and agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria -functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance,

and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee **[United States for federal employees]** in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable

information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

### **III. INSPECTION**

The IRS and the Department shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**Organization Name:** \_\_\_\_\_

**By (printed name):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Attachment F

## **Non-Revenue Employees Applicant Information**

**Please read the following information carefully and complete the requested data in Section I, II and III as indicated below. Please note that a criminal history and tax check will be conducted prior to allowing you access to any Minnesota Department of Revenue facilities or computer systems.**

### **Section I. Applicant Information and Employment History**

Minnesota Statutes 13.01 through 13.87 (1983) on data practices requires that you be informed that the following information which you are asked to provide is considered private data: name, home address, home phone number, social security number, criminal conviction record, financial and tax information. As a result, this information is protected and is available only to you, and officials who have a need for it. Below describes why the data is being requested.

- **Your address and home phone number.** We ask for this data to distinguish you from other applicants, and to allow us to contact you, if necessary.
- **Your social security number; finance and tax information; and employment history.** We use this information to determine whether you were required to, and actually filed your State tax returns or if you currently owe tax to the

State of Minnesota or any other State you resided in within the last five years. If you owe tax or have not filed the required tax returns, you must file the returns and/or make a satisfactory payment arrangement in order to continue your employment at the Department of Revenue.

- **Conviction record.** We use this information to determine if you have a job-related criminal record that would prohibit your access to our facilities, staff or records.

## **Section II. Criminal History Record**

- **Informed Consent form.** Completion of the enclosed Informed Consent form grants us permission to review your Minnesota criminal history record to determine if you have a job-related criminal record that would prohibit your access to our staff and facilities.
- **Verifications, Inc. form.** Completion of this form is required only if you lived and/or worked in another State. We use Verifications, Inc. to conduct criminal history checks in States other than Minnesota.

## **Section III. Revenue Security Agreement**

This agreement outlines your responsibility to maintain information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations. Please sign this form acknowledging your commitment to adherence of these requirements and your understanding of the consequences for failure to do so.

**IMPORTANT:** If you provide false information you may be convicted of a misdemeanor and dismissed from any position gained on the basis of that information (M.S. 43.35). Information you provide which is related to your ability to perform the job may be verified by the Department of Revenue (M.S. 43.162).

## Section I. Applicant Information

Name:

---

Home Address:

---

Home Phone #: (    ) \_\_\_\_\_ Social Security #:

---

Job Title: \_\_\_\_\_ Company:

---

Dept of Revenue Supervisor:

---

Who to contact in the event of an emergency – Name and Phone #:

---

### Financial and tax information

Have you failed to file any state or federal income tax returns?..... ☐ yes ☐ no

*If "yes", please explain:*

---

Do you presently owe any state or federal income taxes?..... ☐ yes ☐ no

*If "yes", please explain:*

---

Have you failed to file any business tax returns

for which you have been determined personally liable?..... ☐ yes ☐ no

*If "yes", please explain:*

---

Do you presently owe any business taxes for

which you have been determined personally liable?..... ☐ yes ☐ no

*If so, please provide the Minnesota business 7 digit identification number*

---

### Criminal conviction information

Have you been convicted of a misdemeanor, gross misdemeanor

or felony (excluding minor traffic violations)?..... ☐ yes ☐ no

*You may answer "no" if the conviction or criminal records have been sealed, set aside, or if you have been pardoned pursuant to law.*

*If "yes", please attach a separate sheet with explanation. Information concerning this question will be used to determine whether any convictions are job-related. It will not automatically bar you from employment with this agency. If you have a probation or parole officer, please list his/her name, telephone number, and jurisdiction.*

\_\_\_\_\_  
Officer's name

Phone

(\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_  
Jurisdiction

HR Use only: BCA: by _____ date _____ Tax: by _____ date _____
---



## Section I Continued. Employment History

**Please provide a copy of your updated resume** that indicates the name of your employers and dates of employment over the last 7 years.

**If a resume is not available**, complete the information below, listing all employers in the previous 7 years:

Name of present employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Name of employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Name of employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Name of employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Name of employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Name of employer:

---

Address, City, State:

---

Dates employed mo/yr. \_\_\_\_\_

Continue on separate page if necessary.

## **Section II. Criminal History Record – Informed Consent**

Criminal History Record Information maintained by the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, and Criminal Justice Information Systems Section is classified as Private Data. Minnesota State Statutes 13.05, Subdivision 4, requires that the subject of Private Data give his or her informed consent prior to dissemination of this data to any person or agency by completing the information below.

You must provide us with the following information so that we can determine whether any criminal convictions may be a job related consideration. If you choose not to provide us with this information, you will not be allowed access to Minnesota Department of Revenue facilities, staff or records.

Please print:

Job Title:

\_\_\_\_\_  
\_\_\_\_\_

Last Name of Applicant (please print):

\_\_\_\_\_

First Name: \_\_\_\_\_ Middle (full):

\_\_\_\_\_

Maiden, Alias or Former (please print):

\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex (M or F):

\_\_\_\_\_  
MM/DD/YYYY

Social Security Number:

\_\_\_\_\_

If driving is required in this job:

Driver's License #:

\_\_\_\_\_

State Issued: \_\_\_\_\_ Expire Date:

\_\_\_\_\_

***I authorize the Minnesota Bureau of Criminal Apprehension to disclose all Criminal History Record Information to the Minnesota Department of Revenue, Human Resource Management Division, for the purpose of employment with this agency.***

---

**Signature of Applicant**

**Date**

Verifications, Inc.  
Consumer Report / Investigative Consumer Report  
Disclosure and Release of Information Authorization

I authorize Minnesota Dept. of Revenue and **Verifications, Inc.**, a consumer-reporting agency, to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, law enforcement agencies at the federal, state or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, academic, residential, achievement, job performance, attendance, litigation, personal history, credit reports, driving history, and criminal history records. I understand that this information may be transmitted electronically and authorize such transmission.

**If currently employed:** **My current employer may be contacted.**        YES         
NO        N/A

I understand that a Consumer Report or Investigative Consumer Report ("Consumer Report") may be prepared summarizing this information. If my prior employers and/or references are contacted, the report may include information obtained through personal interviews regarding my character, general reputation, personal characteristics and/or mode of living. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me contained in the files of the consumer-reporting agency. I understand that I have the right to inspect those files with reasonable notice during regular business hours and that I may be accompanied by one other person. The consumer-reporting agency is required to provide someone to explain the contents of my file. I understand that proper identification will be required and that I should direct my request to: **Verifications, Inc., 1425 Mickelson Drive, Watertown, SD 57201. Phone 1-877-414-7060 / 1-800-735-3002 / 605-884-1200**

**Are you applying for employment in the State of California?**        YES        NO

If you are applying for employment in California and a consumer report will be initiated on you within 3 days, the above named (prospective) employer will give you a copy of this Disclosure. It includes important information about the scope and nature of the consumer report and summarizes **CA Civil Code Section 1786.22** as required by law. If the report is not initiated until a future date, you will be notified at that time. Regardless of when a report is initiated, you will automatically receive a copy of your report within 7 days of the report being provided to the (prospective) employer.

**Are you applying for employment in California, Minnesota or Oklahoma?**        YES        NO

If so, would you like a copy of any Consumer Report prepared on you?        YES        NO

I hereby certify that all the statements and answers set forth on the application form and/or my resume are true and complete to the best of my knowledge, and I understand that if subsequent to employment any such statements and/or answers are found false or that information has been omitted, such false statements or omissions will be just cause for the termination of my employment. Further, I understand that by requesting this information, no promise of employment is being made. *I am willing that a photocopy of this authorization be accepted with the same authority as the original; and that if employed by the above-named company, this authorization will remain in effect throughout such employment.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

*NOTE: The following information is provided voluntarily and IS NOT considered as part of your application. It is used only for identification purposes in verifying information on your Employment Application. **PLEASE PRINT CLEARLY.***

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

---

Street Address ZIP	City	State
-----------------------	------	-------

---

Driver's License Number Date of Birth	State of License	Expires On
--	------------------	------------

---

---

List any other CITIES AND STATES in which you have lived during the previous 7 years.

---

---

List any other LAST NAMES you have used during the previous 7 years.

---

---

List any other LAST NAMES under which you received your GED, high school diploma, or other degrees.

---

Revision 032502

### **Section III.**

## **Revenue Security Agreement**

While performing work for the State of Minnesota, Department of Revenue, undersigned, agrees to adhere to the requirements of information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations.

Under Minnesota Statutes, Sections 270B.13, 270B.18 and 270B.02, the undersigned understands it is unlawful to divulge or reveal any particular set forth in any tax return, document or record that is classified under Chapter 270B as being private or nonpublic data, unless it is in connection with official duties. A person who violates these provisions will be guilty of a gross misdemeanor, punishable upon conviction by imprisonment for up to one year or a fine of up to \$3,000 or both. For other state provisions, other penalties may apply. Under federal law, the unauthorized disclosure of federal income tax return information is a felony, punishable upon conviction by imprisonment for up to 5 years or fine of up to \$5,000 or both. The federal code also provides for civil lawsuits and the payment of punitive damages to the grieved taxpayer.

In order to ensure that no protected data is ever disclosed, I the undersigned, further agree that I will not publicly disclose ANY tax data, information, or program specifications which are made available to me in the course of performing my official or contracted duties. These items will be held in the strictest confidence and will not be discussed with anyone unless that person has been authorized to receive them.

I understand that it will be a violation of the law and this agreement to release any protected or classified tax data, information, or program specifications to any other facility or person for any purpose unless, the owner of each receiving facility has been notified of the requirement that they subject themselves and their employees to the penalties provided for unauthorized disclosure, and they have signed a security agreement and agreed to maintain the confidentiality of the information and data. It will be necessary for the owner of each facility to communicate to its employees the above referenced penalties for unauthorized disclosures and obtain and submit signed security agreements to the Department of Revenue before any information is processed or made available.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Public/HRM-form/Background Check Forms/Non-Revenue 8/07



STATE OF MINNESOTA  
LOCATION OF SERVICE DISCLOSURE AND  
CERTIFICATION  
LOCATION OF SERVICE DISCLOSURE

**Check all that apply:**

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
  - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
  - (2) the location where services under the contract will be performed; and
  - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone

Number: \_\_\_\_\_

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

